The Solicitors' Journal

VOL. LXXXVI. **Saturday, May 30, 1942.** No. 22

Editorial, Publishing and Advertisement Offices : 29–31, Breams Buildings, London, E.C.4. Telephone : Holborn 1403.
SUBSCRIPTIONS : Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.
Annual Subscription : £3, *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy :* 1s. 4d., *post free.*
CONTRIBUTIONS : Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.
ADVERTISEMENTS: Advertisements must be received not later than first post Tuesday, and be addressed to The Manager at the above address.

Current Topics.

Legislation by Reference.

A SPIRITED correspondence in the columns of *The Times* has revived the controversy with regard to legislation by reference. The challenge was thrown down by Mr. A. P. HERBERT, M.P., in a letter to *The Times* of 19th May, in an explanation of the objections which he raised in the House of Commons to the drafting of the Pensions (Mercantile Marine) Bill. He wrote that the charge against this and many similar compositions was not that any particular passage defied understanding after due research and study, but that the whole structure was designed in the fashion of a cross-word puzzle. The Bill embodied and extensively amended three sections of a Pensions Act of 1939, and some mental scissors and imaginary paste had to be used to fit the two Acts together. Mr. HERBERT asked why the sections should not be printed as amended in the Bill. He said that the present method was economical neither in paper nor in time and quoted a particularly verbose and unintelligible part of the Bill to prove his point. There were fifty lines like that in the Bill, besides forty-five lines of consequential amendments. If a judge wished to answer the question : " Is a sailing barge a ship ? " three volumes of the Statute Book must be assembled on his desk. Mr. HERBERT referred to a recent speech in which the Leader of the House spoke of the need to bring our democratic methods up to date, and he suggested that as an act of grace the Bill should be withdrawn for re-drafting during the Whitsun recess. On the following day *The Times* published a letter from Major DONALD ANDERSON, in which he stated that the Government of Australia had begun drafting Bills in intelligible English many years ago, and Acts such as that governing the pay and employment of sheep shearers, which had to be hung in every shearing shed, could be understood by the least educated, and the draftsmen even used slang. In a letter to the same paper on 21st May Prof. H. A. SMITH added that almost every new law was usually followed by voluminous circulars which attempted to explain the law to those who had to administer it, with enormous resultant waste. Nothing but a bad tradition, he wrote, prevented our legislation from being expressed in lucid and literary form. Such was the actual practice of other countries, and the writer knew from experience that foreign laws could be translated into English which was as clear as the original. " In our language," he wrote, " we possess an instrument which is unrivalled in its delicate precision, but the instrument has been grossly misused." He added that in several American States the practice of legislation by reference was prohibited by the State constitutions. A letter from Mr. C. H. GRAY in *The Times* of 22nd May put the other point of view with regard to legislation by reference and gave an example where it would be necessary to use thirty words to avoid reference. On the following day Mr. P. J. H. UNNA wrote to *The Times* quoting s. 25 (1) of the Finance Act, 1936, as an example of the unintelligibility caused by legislation by reference. Most lawyers who have had experience of the horrible task of attempting to fit together what is often more of a jig-saw puzzle than a cross-word puzzle of legislation by reference will thoroughly endorse Mr. HERBERT'S complaint. With regard to the kindred complaint that statutes are not written in plain English, the matter is not so clear. It may be remembered that no less an authority on the writing of English than our present Prime Minister stated on 27th May, 1941, in the House of Commons that official jargon was used, not with a view to causing inconvenience, but because those who had been entrusted with expressing the views and decisions of the House in statutory form had found that the most convenient and precise method (85 SOL. J. 249). Professor JULIAN HUXLEY also, who may be regarded as an authority on scientific expression, recently added his voice in support of technicality in legal expression, with a view to attaining precision (*ante*, p. 121). With regard, however, to excessive legislation by reference, the issue, we submit, can be in no doubt.

Post-war Employment of Solicitors.

A WELCOME and by no means premature step has been taken by Sir DENNIS HERBERT, K.B.E., M.A., M.P., the President of The Law Society, according to the current issue of *The Law Society's Gazette*, in preparing for the solution of the post-war problems which will face solicitors and articled clerks. In a letter which he has sent to every member, and which is published in the current *Gazette*, he refers to the Post-war Aid Committee which has recently been formed by the Council, and adds that the Council has also created a special liaison department to assist in finding suitable positions for solicitors and articled clerks on their release from the forces, and to help firms to obtain assistance of this kind which they require. The Council, he states, also intend to provide refresher courses in law to enable those who have for so long been otherwise employed to bring themselves up to date in legal knowledge. They hope also that in cases of necessity they may be enabled to provide a certain amount of financial assistance by way of payment of fees and stamp duties or towards maintenance of solicitors and articled clerks while taking these courses. Practising solicitors are asked to keep in as close touch as possible with their professional friends and colleagues who have left to join the forces or to do other national work, so as to be in a position to give full information to the Council whenever those persons are again free to take up their normal work. The Council already has much valuable information on the register and all further information will be useful for the purpose of bringing the register up to date. Before actual hostilities cease, solicitors who have formed some idea as to what they will need in the way of assistance are asked to let the Secretary know their probable requirements, whether a young solicitor or one with experience is wanted, and in the case of a partner or prospective partner what capital he will have to provide. The President concludes his letter by stating that there will probably be many young men just qualified, with little or no experience, who can give valuable help by being employed in positions where for a year or so they will be learning their work, though perhaps they may not be immediately very useful. Real practical help can be given by taking one or more of such men.

Adjudication for Stamp Duty.

A SOLUTION of the impasse caused by the decision of the Court of Appeal in *In re Robb's Contract* (1941), 57 T.L.R. 660, has now been reached by the incorporation of cl. 43 in the Finance Bill. According to the current issue of *The Law Society's Gazette*, the Council had already made representations with a view to the removal of the difficulties as to adjudication. It will be remembered that the question arose on the interpretation of s. 74 (6) of the Finance (1909–1910) Act, 1910, which makes provision for exempting certain classes of document from *ad valorem* stamp duty, and it was argued in *In re Robb's Contract* that the effect of that subsection was to remove from the ambit of the charge to stamp duty all documents of the description set forth in the subsection, and further to exempt such documents from the provisions of subs. (2), which provides that the Commissioners may be required to express their opinion under the section on any conveyance or trust operating as a voluntary disposition *inter vivos*, and no such conveyance or transfer shall be deemed to be duly stamped unless the Commissioners have expressed their opinion thereon in accordance with s. 12 of the Stamp Act, 1891. The Court of Appeal somewhat reluctantly held that an adjudication stamp was necessary and expressed the opinion that this applied to all documents falling within the definition of " a voluntary disposition *inter vivos*." The

far-reaching implications of the decision, which seemed to extend to every transfer of securities for a nominal consideration and even to conveyances on the appointment of new trustees, as well as to a conveyance on trust for sale under which no consideration passed, which was the immediate subject-matter of the decision, became at once apparent. Accordingly cl. 43 of the Finance Bill provides that s. 74 (6) of the 1909–1910 Act is to have effect and is to be deemed always to have had effect as if at the beginning thereof there were inserted "the foregoing provisions of this section shall not apply to" (the documents exempt from *ad valorem* duty), and as if the words "shall not be charged with duty under this section" were omitted. This particular example of legislation by reference will be hailed with considerable relief.

War Damage Contribution.

As a result of communications between the Council of The Law Society and H.M. Commissioners of Inland Revenue, the Council announces in the current issue of *The Law Society's Gazette* that they have been informed by the Inland Revenue that no objection is raised to an extension of the time for appeal against the Sched. A assessments in force at 3rd September, 1939, and accordingly an appeal against such an assessment may now be entered. The risk period began on 3rd September, 1939, and s. 30 of the War Damage Act, 1941, deals with the position where there have been alterations in the Sched. A assessment during the risk period by reason of any alteration in the area or condition of the contributory property, but there is no express provision in the Act which deals with alterations in assessments for any other reason. On 18th November, 1941, Mr. G. Benson asked the Chancellor of the Exchequer whether his attention had been drawn to the fact that the Sched. A assessments in force at 3rd September, 1939, on which the instalments of the war damage contributions were being charged, were often excessive, because the owner of the property was not liable to income tax and had, therefore, no interest in applying for a reduction of the assessment to the proper amount; and whether steps would be taken to correct the assessment in such cases. The Chancellor replied that in those cases no objection would be taken to an application for revision of the Sched. A assessment, should the application be made within a reasonable time. In reply to a similar question on 10th February, 1942, the Chancellor said that where the assessment in force at 3rd September, 1939, was reduced in such cases, the charge of war damage contribution would be based on the reduced assessment. The Council is to be congratulated on the successful result of its representations.

Planning and Compensation.

Sir Charles Bressey, writing in the *Observer* of 24th May on the Control of Rebuilding, makes some points which will have their special appeal to solicitors with experience of claims for compensation arising out of town planning or improvement schemes. He argues that under the existing voluminous and well-intentioned legislation, claims for compensation for individual owners affected are tangible and substantial, while the counter-claim of the local authority for betterment is shadowy and elusive. In addition to this, progress is piecemeal and dilatory. In one case the clerk of an important municipality told the writer that within his lifetime compensation had been paid on three separate occasions for the setting back of the same shop-front, in order to enable three successive street widenings to take place. The outright purchase of the entire site would, the writer stated, have saved a large outlay of public money, besides making a valuable addition to the civic assets. After referring to the effect of air raids in clearing sites which could never have been cleared by the exercise of ordinary powers in peace-time, he urges that in our present plight planning powers must be exercised by an authority wielding full rights of ownership. One conspicuous advantage of complete municipal control, in the view of the writer, would be that in granting leases, the use of land could be so regulated as to ensure that noble sites were reserved for worthy purposes and that an end was put to the misuse of valuable frontages for the display of tawdry advertisements. Sir Charles Bressey's proposal is bold, and will appeal to those who are impatient with the inadequate methods that have hitherto prevailed. There remains, however, the thorny question of compensation. Land is as much an investment as any form of industrial security, and confiscation, or anything approaching it, might bring worse evils in its train that those which it is designed to abolish. Terms of purchase, on the other hand, must not create too heavy a burden on the public funds. If any real progress is to be achieved, some working compromise will have to be effected between these two conflicting principles.

Essential Work Order Prosecutions.

Some interesting figures with regard to prosecutions under the Essential Work Order were given by the Minister of Labour in the course of a debate on the war-time regulations of industry in the House of Commons on 21st May. Mr. T. Smith had stated that there had been a great deal of unrest in the coalfields as a result of prosecutions, and it was common talk in some localities that magistrates never lost a chance of "walloping" the workers when they came before the Bench. Most of the defendants were not represented by solicitors, while the National Service Officer always was. In the course of his reply, the Minister stated that there were 6,500,000 people under the Essential Work Order, and the figure would probably soon rise to 8,000,000, as he was being pressed by trade unions and employers to bring more under the order. Proceedings taken represented one worker per 10,000 covered by the order since it had been operated. Imprisonment had been imposed in one per 50,000. Of the women imprisoned, three were for offences under the order, and twelve for refusing to obey a direction. Employers had been prosecuted: three under the order and twenty-three under the Restriction of Engagement Order. None had been imprisoned. More drastic steps had been taken to deal with employers, and in some cases managements had been removed. More precise figures had previously been given by Mr. Bevin in reply to a question by Mr. Rhys Davies on 14th May. He said that the number of workpeople prosecuted and imprisoned in the United Kingdom by his department under the various orders in force were: In England, 2,195 workpeople were prosecuted and 167 were sentenced to imprisonment; in Wales, seventy-eight were prosecuted and seven sentenced to imprisonment; and in Scotland 408 were prosecuted and forty-six were sentenced to imprisonment.

Paper.

An excellent example of what can be done by a large organisation in making its employees salvage minded comes from the Army at home, of which the London District Salvage Centre is a model of efficiency and organisation. Last year 859 tons of paper was sent to the pulping mills and, with improved facilities for sorting, it is hoped to increase this to 100 tons per month. The money derived from its sales goes back into the public funds. The Post Office too can show a good record with regard to salvage of plant, equipment and material generally. Every year over 7,000,000,000 stamps are sold and more than 20,000,000 are printed on every working day. The shades of some of the more frequently used types of stamp were made lighter last year in order to conserve supplies of necessary dyes, which were released for parts of the world which formerly obtained their supplies from Germany. During last year over 150 tons of cancelled postal orders with a face value of £60,000,000 were sent to the pulping mills. It is necessary to add that it takes forty postal orders to make up one ounce. Solicitors need little urging to fall into line with the general patriotic endeavours of the rest of the community, and in making their weekly turn-out of salvage, as well as in effecting other economies in the use of paper, they will feel that they are making no small contribution to the common cause.

Recent Decisions.

In *Morgan* v. *Morgan*, on 13th May (*The Times*, 14th May), the Court of Appeal (Lord Greene, M.R., Luxmoore and Goddard, L.JJ.) held that the words "all moneys" in a will did not include investments or household effects, but must be construed in their strict sense as there was no context to give the words an extended meaning.

In *Meigh* v. *Wickenden*, on 14th May (*The Times*, 15th May), a Divisional Court (Viscount Caldecote, L.C.J., Humphreys and Cassels, JJ.) held that a receiver and manager of the property of a company was properly convicted as "occupier" of the company's factory, of contravening s. 130 (1) of the Factories Act, 1937, by failing to provide a guard to a machine as required by regulations of 1928.

In *Lane* v. *Minister of War Transport*, on 15th May (*The Times*, 16th May), the Court of Appeal (Lord Greene, M.R., Luxmoore and Goddard, L.JJ.) held that the Minister of War Transport was entitled, under reg. 53 of the Defence (General) Regulations, 1939, to requisition a motor vehicle which he had hired from the appellant without terminating the hiring by notice as required by the contract of hiring, as the notice of requisition was a termination of the contract.

In *Yorkshire Dale Steamship Co., Ltd.* v. *Minister of War Transport* on 19th May (*The Times*, 20th May), the House of Lords (Viscount Simon, L.C., Lord Atkin, Lord Macmillan, Lord Wright and Lord Porter) held that where a ship, acting under naval orders, turned at right angles to her normal course to avoid an enemy submarine, continued in that direction for half an hour without subsequent correction, and was stranded as a result, without any negligence in navigation, the circumstances were enough to support an arbitrator's decision that the stranding was the consequence of warlike operations within the terms of the charter-party under which the ship was requisitioned.

In *Coal Commission* v. *Earl Fitzwilliam's Royalties Company and Others* on 22nd May (*The Times*, 23rd May), Bennett, J., held that on the true construction of s. 8 (*c*) of the Coal Act, 1938, the Apportionment Act, 1870, applied in ascertaining the rents and royalties payable up to 1st July, 1942, under certain leases, and the apportionment under s. 2 of the Act of 1938 in respect of the accounting period or periods in which the vesting date fell should be on a time basis and not on the amount of coal worked, or any other basis.

Part II of the Liabilities (War-Time Adjustment) Act, 1941—II.

It remains to consider in more detail the effect of the Act upon mortgages. As we have seen, whatever the date of the mortgage, the Courts (Emergency Powers) Acts apply. In particular, the mortgagee cannot now obtain possession of mortgaged land, whether by virtue of his estate, or under any attornment clause or other provision contained in the mortgage or any collateral agreement, unless there has been a default in payment falling within s. 1 (1) of the Possession of Mortgaged Land (Emergency Provisions) Act, 1939; and even if there has, the exercise by the mortgagee of his common law rights is subject to the court's discretion; though, where foreclosure proceedings were commenced after 1939, he can obtain an order for delivery of possession pursuant to an order for foreclosure without any further leave (see *Wood* v. *Smallpiece* (1942), 86 Sol. J. 83). The position of a mortgagee who has taken possession prior to the Act is not affected; but if he has obtained an order for the recovery or delivery of possession, the court may rescind or vary the order.

There is in the relevant Acts no express prohibition of a voluntary surrender of possession by a mortgagor in actual possession of land to the mortgagee, provided there has been a default within s. 1 (1) of the Possession of Mortgaged Land (Emergency Provisions) Act, 1939. Such a transaction, though it would perhaps constitute "obtaining possession" within the meaning of that section, would not, it seems, be the exercise of a "remedy by way of taking possession" within s. 1 (2) of the Courts (Emergency Powers) Acts—*a fortiori*, if the mortgagor had attorned tenant to the mortgagee. The validity of such a surrender appears to be recognised by r. 15 (5) of the Courts (Emergency Powers) Consolidation Rules, 1940; but in view of the judgment of the majority of the Court of Appeal in *Smart* v. *Ross* (1942), 86 Sol. J. 20, the validity of the transaction cannot be regarded as free from doubt.

A mortgagee who was in possession prior to the present Act cannot, as he could under the Act of 1939, exercise his power of sale without leave. The point is, however, of no great importance, since the number of mortgagees who have taken possession under mortgages made since the war is probably small.

The definition of "mortgage" in s. 28 (1) of the Act, though not easily applicable to Pt. II, is general, and presumably intended to apply thereto. In any case, the present Act, like that of 1914, would appear to apply to a lien conferring a power of sale, or a charging order on shares (see *Barnard* v. *Foster* [1916] 2 A.C. 154; *Hosack* v. *Robins* [1917] 1 C. 332).

The extension of the Courts (Emergency Powers) Acts to mortgages made after the beginning of the war would seem to render mortgages which are outside the Rent and Mortgage Interest Restriction Act, 1939, equally unsuitable as investments for trust funds with those which fall within it. There is, it is true, under the former Acts no absolute prohibition against the mortgagees exercising their remedies so long as there is no default, as there is under the latter; but, having regard to the fact that they will not generally be permitted to do so when the result would be to turn a mortgagor in personal occupation out of possession, their position may be even worse (see *In re Chalfont, etc., Building Society's Application* [1941] Ch. 458; 85 Sol. J. 405; *In re Johnson's Application*, 86 Sol J. 249). And the mortgagor may become unable to pay, as the security may become deficient, through the war, notwithstanding that the trustees when they advanced the money took all reasonable precautions to ascertain the sufficiency of the security. Although the fact that mortgages of freehold land are still trust securities would relieve the trustees from personal liability, they may nevertheless be subjected to much annoyance and even to litigation at the suit of the beneficiaries.

It must be remembered that mortgagees cannot rely upon any purported waiver by the mortgagor of his rights under the Act, and the same principle would probably apply to any attempt to deprive him of his prospective right to protection by a provision in the mortgage (see *Soho Square Syndicate, Ltd.* v. *Pollard & Co., Ltd.* [1940] Ch. 638; *Bowmakers, Ltd.* v. *Tabor* (1941), 2 K.B. 1; *Smart* v. *Ross, supra*).

(*Concluded.*)

THE SOLICITORS' LAW STATIONERY SOCIETY, LTD.

The report of the directors of the Solicitors' Law Stationery Society, Limited, states that, in spite of the effects of enemy action on the Society's business, the year's results show improvement on those of the previous year. The improvement is attributed to some increase in the amount of legal business, but in a greater measure to economies effected and to steps taken to bring charges more in accordance with increased costs. A profit of £9,345 was made in the year 1941, against a loss of £6,442 in 1940. The directors regret that they are unable to recommend the payment of a dividend, in order to conserve the cash resources. They recommend the placing of £2,500 to a new Taxation Reserve and the addition of £500 to the Women's Pension Reserve, leaving the sum of £12,853 to be carried forward.

The annual meeting will be held at 31, Breams Buildings, Fetter Lane, E.C.4, on Tuesday, 2nd June, at 12.30 p.m.

A Conveyancer's Diary.

Soldiers' Wills.

It will be remembered that s. 11 of the Wills Act, 1837, makes an exception from the general rules about the making of wills. Under it, "any soldier being in actual military service," or a mariner at sea, "may dispose of his personal estate as he might have done before the making of this Act." A privileged person is thus not subject to any of the requirements as to form prescribed by the Wills Act. Thus a privileged will can be made by writing unsigned or unwitnessed, or both, or by mere word of mouth. The Wills (Soldiers and Sailors) Act, 1918, extended the privileges of s. 11 of the Wills Act to devises of realty, and put airmen in the position of soldiers.

In a previous "Diary," that of 15th March, 1941, I suggested that it remained to be decided how far the privilege extends in the conditions of the present war to soldiers in this country. There have now appeared the reports of two cases: *In the Estate of Gibson* [1941] P. 118, and *In the Estate of Spark* [1941] P. 115, which throw some light on this matter.

The privilege of a soldier (or an airman) attaches where he is "in actual military service." Those are the words of the Statute. The expression is, however, purely artificial. It does not involve that every person in the military service of the Crown is privileged, even if there is a war in progress (see *In the Estate of Grey* [1922] P. 140). The privilege stands on the same footing as that which was likewise given by Roman law to soldiers "*in expeditione*." But even that expression, literally translated, does not indicate the true position. There could, I think, be no doubt that the will of every soldier who was actually abroad as a member of an expeditionary force would be privileged, even if the soldier was occupied in sedentary duties. The cases where the testator was *on the point of starting* for a theatre of war are more difficult and several of them are reported. Thus, in *Gattward* v. *Knee* [1902] P. 99, the testator was a soldier in a regiment stationed in India, and the will was made after the regiment had been ordered to mobilise with a view to being sent to the war in South Africa. Again, in *In the Estate of Booth* [1926] P. 118, the testator was an officer stationed at Gibraltar, who made a will in 1882 when his regiment had just been ordered to Egypt to campaign against Arabi Pasha. Other cases deal with the position of soldiers still in this country who make wills when they are about to be ordered abroad with their regiments. For example, *In the Goods of Hiscock* [1901] P. 78, concerned the will of a soldier who was killed in the South African war. The will had been made after the deceased had volunteered to serve in that war and had joined his unit, but at a date when he was still in barracks in England. The order for embarkation had, however, been received, and the will was held valid. Sir F. H. Jeune, P., at p. 84, used expressions suggesting that the mere fact that the deceased was in barracks with a view to being sent abroad was enough, but the circumstance that embarkation orders had arrived obviously put the matter beyond doubt. The learned President delivered a judgment indicating (at pp. 82–83) that in his view the true test was whether the testator had at the time of making the will, "taken some step to bring himself within the words of the section." He went on to say that the step must be one taken towards joining the forces in the field but that "the step may be a small one both as regards place and time. In case of invasion or civil war—both circumstances which were more present to the minds of the persons who framed the laws of this country in the time of Charles II (when the provision in question was originally written into the Statute of Frauds) than they are to legislators of our own time—the step might be merely that a man was taken from his home to man the walls or defences of his native town. In the case of invasion, I should imagine, for instance, that a man living at Dover, and who was called upon to go into the fortifications at Dover and to assist in the defence, would have been within the meaning of the term '*in expeditione*' or 'actual military service,' although the movement made or step taken by him would be small in point both of time and locality or distance."

Practically all the accessible cases on s. 11 are of the nineteenth century, after Napoleon, or the first quarter of the twentieth, at which period there was never any question of invasion or civil war, so that the real question was always whether the soldier had taken at least some positive step towards joining an overseas expedition. In the present war circumstances of the same sort arose during the first eight months, and I think that it is arguable whether or not the tests applicable to 1914–18 would apply to wills made before the invasion of the Netherlands, or perhaps the evacuation of Dunkirk.

But from that date onwards there have been entirely changed circumstances. Though a number of foreign expeditions are going on all the time, a great body of troops are kept at home for the defence of this country against invasion. Secondly, there is the consideration that all troops in this country are liable to attack from the air at any time, whether or not any invasion ever happens. Thirdly, there is the question of the Home Guards' position. (There are also interesting questions about the position of soldiers in areas far away from active

operations; for example, what was the position, before the attack on Pearl Harbour, of troops manning Singapore or India? But I doubt whether this last question can usefully be discussed at present.)

The two recent decisions throw light on the position as regards troops in this country. In *Re Gibson*, the deceased made an informal will, apparently at some time in 1940, when he was living in his own house but was a Colonel in the Dental Corps attached to a command headquarters nearby. In fact his house was destroyed by a bomb and he was killed in it. This last fact is quite irrelevant, however, since ordinary civilians are liable to be killed by bombs, and in any case the time and manner of death has no bearing on the validity of the informal will. (Contrast the testator in *Re Booth* cited above, who made a "soldier's will" in 1882, which was held valid when he died in his bed, full of years and honour, in 1924.) Colonel Gibson's will was, however, held invalid, on the ground that he was "no more a fighting soldier because he was in the army than an ordinary civilian, who, in the circumstances of the present war, might be said to be in the front rank of the fighting." "The foundation of the rule is that a man is uprooted from civil surroundings, and the deceased never was." It may well be difficult to draw the line between one uniformed technician and another, but it would be difficult, granted that the distinction has to be made, to imagine a case where the deceased was more clearly *not* "uprooted" than one where he was still living in his own house.

In *Re Spark*, the testator had been "uprooted" and was in camp. The camp seems to have been in a vulnerable area, for the testator was killed there in August, 1940, by a bomb; but I doubt whether it would be possible to distinguish the case from one differing only in that the camp was in a remote place. Hodson, J., pointed out that in the circumstances of the present war the "extent of military operations have been very much enlarged, in depth and in height . . . a soldier who is in camp (even though he is in England and not under orders to proceed overseas) is thereby a mark for enemy action and is in the position" of falling within s. 11 of the Wills Act. This decision appears correct, though I am rather surprised that it was put on the narrow ground that soldiers are liable to be bombed, since in this they differ from civilians only in that more civilians than soldiers met death by bombing in the critical months of 1940. I should have thought that the ground for upholding this testator's will was quite as much that he was "uprooted" from home and was ready to ward off invaders. Be that as it may, I think that it would now be impossible to contest the validity of the informal will of a regular soldier in this country, whether or not he was under orders to go abroad, made at any time after the middle of June, 1940, when the bombing of this country first began and when it first became necessary to stand on guard against invasion, unless circumstances were present, as they were in the *Gibson* case, showing that the soldier was not "uprooted." Moreover, having regard to the passage cited above from *Re Hiscock*, I think it is clear that circumstances may arise (though they happily have not yet done so) in which a soldier may, in invasion or the imminent threat of it, be "*in expeditione*" without being "uprooted," by being called out "to man the defences of his native town," even though he goes home when off duty. It seems clear to me in view of the *Gibson* decision that no Home Guard has yet been "*in expeditione*"; may we never see the day when they are!

Societies.

THE LAW SOCIETY.

The Annual General Meeting of the members of The Law Society will be held in the Hall of the Society, on Friday, 3rd July, 1942, at 2 p.m. The following are the names of the Members of the Council retiring by rotation: Mr. Bird, Mr. Coleman, Mr. E. Davies, Mr. Dodds, Mr. Foster, Mr. Garrett, Mr. Gillett, Mr. Mainprice, Mr. Norton, Mr. Pott. So far as is known they will be nominated for re-election. There are two other vacancies, caused by the death of Mr. Bernard Harpur Drake and Sir Edmund Ralph Cook.

ASSOCIATION OF COUNTY COURT REGISTRARS.

At the Annual Meeting, held on the 8th May, after the adoption of the annual report and balance sheet, Mr. F. G. Glanfield (Birmingham) was re-elected President, and Mr. Gilbert Hicks (Shoreditch) and Mr. C. E. Lamb (Kettering) were elected Vice-Presidents. The President announced that a nomination in respect of Mr. W. J. W. Dickinson (Bristol) for the vacancy on the committee, and in respect of Mr. I. K. Fraser (Southwark) as the extraordinary member of the committee had been received, and declared them elected. Mr. Friend was thanked for his services as retiring extraordinary member. On the retirement of Mr. R. Pearson (Helmsley) after fifty years services as Registrar, it was decided to elect him an honorary member. A long and interesting discussion then took place upon various matters of current interest, and the President was asked to communicate with the Lord Chancellor's department thereon.

Landlord and Tenant Notebook.

Requisitioned Land: Net Rent.

THE last provisions of the Landlord and Tenant (Requisitioned Land) Act, 1942, which I propose to discuss, are those contained in s. 8, which consists of six subsections covering a variety of matters.

Subsection (1) provides for a reduction of rent to a figure, called the "net rent," in certain circumstances. These are arranged in three groups, but all are governed by the words "where possession of the land comprised in any lease has been taken on behalf of His Majesty in the exercise of emergency powers, and by virtue of any term of *the lease* or of any *contract collateral* thereto."

The first set of circumstances, then, is (*a*) "the tenant is wholly or partly relieved of liability or indemnified in respect of the usual tenant's rates and taxes, or in respect of the cost of repairs or insurance, or in respect of any other expenses necessary to maintain the land . . ." and it will be convenient at this stage to pass over (*b*) and (*c*) and see what is to happen, which is: "the rent payable under the lease in respect of the period for which possession of the land is retained in the exercise of emergency powers shall, subject to the following provisions of this section, be reduced to such an amount as may be agreed between the tenant and the landlord, or in default of agreement as may be determined by the court, to be the net rent, that is to say, the rent which might reasonably have been expected to be payable under the lease on the assumption (so far as applicable) that the tenant was wholly liable thereunder in respect of all the matters referred to in paragraph (*a*) hereof . . ."

If anyone felt slightly puzzled, when reading the words "the tenant is wholly or partly relieved of liability," etc., the reaction being "never heard of a lease relieving the tenant of liability on the premises being requisitioned," the second part of the enactment shows what is meant, namely, a lease under which the landlord undertakes to pay the rates (or part of the rates) throughout, thereby relieving the tenant of a burden imposed by rating law on occupiers. There are, of course, cases in which, by virtue of the Rating and Valuation Act, 1925, s. 11, the landlord is the person liable, but normally the tenancies concerned are short and disclaimable, so there was no need to provide for these. Rather less happy is the use of the words "relieved of liability or indemnified in respect of" in the cases of cost of repairs and of insurance; for while a lease which is silent about repairs leaves the tenant liable for some, one does not readily think of a landlord's covenant to repair as relieving the tenant, still less of indemnifying him (against whom or what?); and there is no statutory or contractual duty to insure of which a tenant can be relieved or in respect of which he can be indemnified. However, the idea is this: demised premises are requisitioned, and either because of the length of the term or for some other reason, the tenant does not disclaim. But rates cease to be payable, the cost of upkeep and compensation for shortcomings on the part of the occupying authority, its servants and agents are to be provided for by the Exchequer, so the landlord ought not to continue to receive from the tenant that part of the rent which represents those outgoings and expenses.

The other cases in which a net rent has to be agreed or determined are (*b*) the landlord is required to provide lighting, heating, board, furniture or other services; and (*c*) the landlord is required to carry out any improvements, being improvements which were not completed at the date when possession of the land was taken as aforesaid. In these cases the net rent is to be arrived at by calculating "the rent which might reasonably have been expected to be payable under the lease on the assumption (so far as applicable) that . . . the landlord was not required to provide any of the services referred to in paragraph (*b*) hereof or to carry out any of the improvements referred to in paragraph (*c*) hereof; and any liability of the landlord to the tenant in respect of any of those matters, services or improvements shall, subject as aforesaid, be suspended during the said period."

The principle is plain, but application may not prove easy. "The rent which might reasonably have been expected to be payable under the lease"; one has to cast one's mind back to the days when the tenancy was being negotiated, and the amount of the rate, the cost of repairs, of lighting and heating, and of effecting improvements may have been very different from what they are to-day; and to consider possibly how large did loom, at the time, the possibility of war, and what the parties would have thought of the possible effects. On this point the Legislature itself proved fallible; for while providing by one enactment for large scale evacuation from the metropolis, it passed the Rent, etc., Restrictions Act, 1939, in which it apparently assumed that the disparity between supply and demand of dwelling accommodation in London would be greater, not smaller, than elsewhere (see s. 3 (1)).

What is alluded to in the qualifying "subject to the following provisions of this section" and the later "subject as aforesaid" in subs. (1) is to be found in the second subsection, which confers on requisitioning authorities the right to demand of the landlord that he continue to supply any of the services mentioned in

para. (*b*) of subs. (1). These were lighting, heating, board, furniture or other services (an example of the latter would be the providing of coal (see *Feigenbaum* v. *Sutcliffe* (1942), 86 SOL. J. 27, and other cases referred to in the "Notebook" of 7th February last, 86 SOL. J. 40).

If so minded, the authority serves a notice on the landlord within three months of taking possession, specifying the services required. Three months seems rather a long period for some cases: supply of electricity and gas may be easily restored, but furniture may have been taken far, and staff dismissed. However, the effect of the notice is that from the date *of service* till the date of de-requisitioning the landlord is to provide the services in like manner and to the same extent as could have been required by the tenant, and becomes entitled to periodical payments from the authority of whatever is agreed or found to be the proportion of the rent attributable to the provision of those services (if costs have increased to a greater extent than was contemplated when the tenant took the premises, the landlord suffers accordingly). To this there are two provisos: by the first, the subsection ceases to apply if the tenant should disclaim under the Act or if the lease should otherwise determine; by the other, the authority may give not less than one month's notice to determine the arrangement for the supply of services or some of the services they have demanded.

The remaining four subsections are largely declaratory or concerned with matters incidental to those dealt with in the first two.

Subsection (3) saves existing tripartite agreements by which landlords may have already agreed with requisitioning authorities that they shall continue to provide for the matters above mentioned, either receiving periodical payments and reducing rent accordingly, or receiving an additional agreed sum under the Compensation (Defence) Act, 1939, s. 2 (1) (*a*)—this being the periodical payment paragraph. The earlier provisions are not to operate during the currency of such an agreement, while if it should expire a notice requiring the services may be served by the authority within one month. By subs. (4) the section is declared to apply to cases in which possession of part of demised premises is taken "as if the land so taken were comprised in a separate lease," and then apportionment of rent has to be effected, by agreement or by the court, before the other calculations are embarked upon. The periodical sums payable for services are made to accrue from day to day, and to be apportionable in respect of time, by subs. (5), which goes on to provide that when rent is reduced by virtue of the section, it shall be apportionable (forehand rent specially mentioned: cf. the Landlord and Tenant (War Damage) (Amendment) Act, 1941, s. 13). While subs. (6) applies the section to cases in which land was requisitioned before the Act was passed (26th March, 1942), with appropriate modifications: references to the period for which possession is retained refer only to so much of that period as extends after the passing of the Act, and any reference to the date on which possession was taken is to be read as a reference to the date of the passing of the Act.

Our County Court Letter.

Thefts of Cars outside Hotels.

IN *Bodman* v. *Northampton Brewery Co., Ltd.*, heard at Northampton County Court, the claim was for £6 15s. as damages for breach of innkeeper's duty. The case for the plaintiff was that from August, 1940, he stayed at the Queen Eleanor Hotel, at which there was no garage. With the knowledge of the manager, the plaintiff accordingly left his car in the surrounding parking ground. There was never any intimation that this was at his own risk. On the 2nd November the car was left in front of the hotel, with the ignition key removed and the door locked. Next morning the car was missing, but it was recovered a few days later in Kentish Town, having been forcibly entered. About 3 gallons of petrol had been used, and the plaintiff suffered inconvenience and expense from the loss of use of the car. The defendants' case was that the plaintiff, in view of his prolonged stay at the hotel, had ceased to be a guest, within the meaning of the Innkeepers' Liability Act, 1863, and had become a boarder. Alternatively, the car had not been immobilised, as required by the Defence (General) Regulations, 1939, and that matter had been dealt with by another court. The plaintiff was therefore debarred by his own negligence from succeeding in his claim under the above Act. It was contended for the plaintiff that the provisions of the emergency legislation were without prejudice to his rights under the Act. His Honour Judge Hurst held that, in view of the manager's acquiescence in the car being left in the parking place over a period, the defendants could not plead that the plaintiff was negligent. The car had been left in an exposed position, in front of the hotel, but no difference would have been made if the car had been left at the back. That would have enabled the thief to work in more security, and would have afforded no defence. Judgment was given for the plaintiff, with costs. Compare a previous note under the above title at (1940), 84 SOL. J. 486.

To-day and Yesterday.

LEGAL CALENDAR.

25 May.—In April, 1762, when the Princess of Wales held a drawing room at Leicester House, an alarming riot occurred between the footmen and the Guards on duty. On the 25th May some of the offenders were tried at Hicks's Hall. Two livery servants were fined £5 each and sentenced to fourteen days' imprisonment and a chairman convicted of assaulting Colonel West was fined 26s. 8d. and sentenced to four months' imprisonment. "The Rt. Hon. E. Talbot, Col. West and divers other persons of distinction attended in order to have given evidence of the riotous and disrespectful behaviour of the footmen and chairmen upon that occasion and of the repeated endeavours of the soldiers and others to suppress the disturbance without mischief to the aggressors and were generously pleased to recommend the prisoners to mercy on acknowledging their guilt."

26 May.—Irish unrest and the Fenian outrages gave Albert Young, a seventeen year old railway clerk of Doncaster, the idea for an easy way to make money. He sent Queen Victoria an anonymous letter in the most melodramatic terms, pretending to be the representative of fifty desperate men evicted by their landlords and demanding £40 for each of them to defray the expenses of emigration to America. "I strongly advise you to send me the money, as the men are desperate enough, and they will make a series of attempts against your life and those of your sons and daughters, which must succeed in more than one respect." He was tried at the Old Bailey on the 26th May, 1882, and sentenced to ten years' penal servitude by Mr. Justice Lopes.

27 May.—Peter McLeod never had a chance. His father died when he was a child; his mother was believed to teach boys thieving and to receive stolen goods. He joined half a dozen other lads in a pickpocket gang (handkerchiefs were their usual prey) and often experienced the summary penalty of being dragged through a horsepond. Three times he was tried at the Old Bailey and acquitted. Then the gang looked higher and graduated to organised housebreaking, climbing over roofs to enter by garret windows or creeping through some small opening casually left unguarded. One night while three of them were in a gentleman's house at Poplar a barking dog awakened a servant and McLeod was caught. He was convicted at the Old Bailey and hanged at Tyburn on the 27th May, 1771, in his sixteenth year.

28 May.—William Proudlove and George Glover, condemned for stealing salt from some salt works, were hanged at Chester on the 28th May, 1809. In the morning they received the Sacrament with much devotion, Proudlove being joined by his wife and Glover by his mother. At the place of execution a harrowing scene took place, for when the drop fell both the ropes broke and they remained unhurt. Moans and cries came from the crowd, but the two men seemed to feel little shock and spoke only of their disappointment in not going immediately to heaven. They went calmly back to gaol, spent some hours praying with the chaplain and at three in the afternoon, when stronger ropes had been found, they were finally despatched.

29 May.—Patrick Henry, the great American advocate and politician, was born at Studley in Virginia, on the 29th May, 1736. His father, besides being a judge of a county court, found time to become county surveyor and a colonel. He himself tried his luck as a storekeeper and as a farmer before going to the Bar at the age of twenty-four. His extraordinary eloquence brought him an extremely big practice. Those who heard him forgot the passage of time. Thus, once a gentlemen unwillingly called upon to serve on a jury and anxious to be released to return to his own affairs a considerable distance away, was so fascinated by the charm of a two-hour speech by Henry that he could not believe at first that more than a quarter of an hour had passed. His success led him into public affairs, and from 1776 to 1778 he was Governor of Virginia.

30 May.—On the 30th May, 1783, Leonard Macnally was called to the English Bar by the Middle Temple, having been called to the Irish Bar seven years before. In Ireland he is remembered as the political informer who betrayed the United Irishmen from within and defended the Irish patriots in court while he sold their secrets and their lives to the Crown. In England he has a place in literature as a clever playwright and versifier and the author of "Sweet Lass of Richmond Hill," dedicated to Frances Janson, of Richmond in Yorkshire, whom he married.

31 May.—On the 31st May, 1590, the Inner Temple Benchers were considering that "Mr. John Hare, a fellow of this House and an officer of the Court of Wards and Liveries, being very desirous to have his office within this House has been an humble suitor to the Bench that he may have licence to pull down the chambers and rooms in Fine Office Court wherein he stands admitted all of which are at present very ruinous and likely to fall down and . . . to erect . . . a room for his said office and rooms for his own benefit." Leave was granted. Fine Office Court formed part of the present Hare Court which derives its name from his family.

Notes of Cases.

CHANCERY DIVISION.

In re **Leicester Temperance and General Permanent Building Society's Application (Gough).**

Morton, J. 31st March, 1942.

Emergency legislation—Mortgage—Assignment of equity of redemption—Application to exercise mortgagee's remedies—Whether assignee necessary party—Courts (Emergency Powers) Act, 1939 (2 & 3 Geo. 6, c. 67), s. 1 (2) (4).

Procedure summons.

By a series of mortgages executed in June, 1938, G charged some fifty-four properties in Middlesex with payment to the applicant building society of the aggregate sum of £24,250 repayable by instalments. By an agreement dated the 20th January, 1939, G agreed to sell the mortgaged properties to S., Ltd., a nominee of A., Ltd., subject to the society's mortgages. It was thereby further agreed that one W would undertake to guarantee the payment of the mortgage debt. On the 24th December, 1941, the society took out this summons under the Courts (Emergency Powers) Act, 1939, for leave to exercise any remedy which might be available to them by way of the appointment of a receiver. They made the mortgagor the sole respondent to the summons. Subsequently, on the 30th January, 1942, the mortgagor transferred the mortgaged properties to A., Ltd., subject to the mortgages. A., Ltd., and W covenanted with G to pay the mortgage moneys. Before the summons was heard by the master, *In re Woolwich Equitable Building Society's Application (Haywood)* [1942] W.N. 72; 86 Sol. J. 56, was decided by Farwell, J. At the hearing before the master, A., Ltd., appeared and claimed to be persons entitled to relief under subs. (4) of s. 1 of the Act. Having regard to Farwell, J.'s, decision, the master took the view that he could neither hear the mortgagor nor A., Ltd. The summons was adjourned to Morton, J., in chambers, who directed A., Ltd., to be added as respondents and adjourned the summons into court.

Morton, J., said that in *In re Woolwich Equitable Building Society (Haywood), supra*, Farwell, J., had decided two points. First, he held that neither the mortgagor nor the assignee of the equity of redemption, where the assignee had entered into no covenant with the mortgagee to pay the debt, was a person liable "to pay the debt or to perform the obligation in question" within subs. (4) of s. 1. That decision went considerably further than the decisions in *National Provincial Bank, Ltd.* v. *Liddiard* [1941] Ch. 158; 85 Sol. J. 10, and *In re Midland Bank Ltd.'s Application* [1941] Ch. 350; 85 Sol. J. 264. In the present case the mortgagor did not contend that he came within subs. (4) of s. 1. A., Ltd., the assignees, claimed that they were within the subsection and that the applicants should not be granted the leave which they sought. In the absence of authority, he, the learned judge, would have been inclined to construe the words "the person liable to pay the debt or to perform the obligation in question" as applying to A., Ltd. It was true that they had entered into no covenant with the society, but, as between themselves and the mortgagor, they were liable to pay the mortgage debt. It was their failure which had given rise to the application. However, the present case could not be distinguished from Farwell, J.'s, decision, and he proposed to follow it on this point. Farwell, J., had secondly decided that it was not proper to make the mortgagor or the assignee of the equity of redemption parties to the application and that the application should be made *ex parte*. This part of the decision was on a different footing and he did not propose to follow it. It seemed difficult to reconcile with the other authorities. A., Ltd., wished to have the opportunity of testing the decision in the *Woolwich* case in the Court of Appeal. He had accordingly directed them to be made respondents. In view of the decision in the *Woolwich* case he was bound to grant to the applicants leave to appoint a receiver.

Counsel: *Belsham; Crispin.*

Solicitors: *Bracewell & Leaver; Raymond Pollard & Co.*

[Reported by Miss B. A. Bicknell, Barrister-at-Law.]

KING'S BENCH DIVISION.

Gifford *v.* **Whittaker.**

Viscount Caldecote, C.J., Humphreys and Singleton, JJ. 17th March, 1942.

Road traffic—Lorry unsafely loaded—Driver not concerned with loading or in charge of lorry—Conviction of driver as person "using" lorry—Validity—Motor Vehicles (Construction and Use) Regulations, 1937, reg. 67 (2).

Case stated by the appeal committee of Durham County Quarter Sessions.

The respondent Gifford, as driver, was convicted by Gateshead justices on an information preferred by the appellant police superintendent charging him with having contravened reg. 67 (2) of the Motor Vehicles (Construction and Use) Regulations, 1937, by failing to have the load carried by a vehicle which he was using so secured that danger was not likely to be caused to any person on a road by reason of the load or any part thereof falling from the vehicle, and was fined £1. The facts, as established at the hearing of the appeal to quarter sessions, were as follows: On the afternoon of the 14th June, 1940, the driver was driving a lorry as the servant of its owners, E. Robson (Gateshead), Ltd. The lorry was at the time on hire by its owners to John Rowell & Son, Ltd., brewers, of Gateshead. The driver was driving the lorry under the instructions of one Nixon, who was in charge of the lorry and of the other servants of John Rowell & Son, Ltd., who were working in connection with the loading of it. The lorry was at the time loaded with empty beer barrels and cases containing empty beer bottles, all of which had been loaded on the lorry by Nixon, assisted by two other employees of the brewers, all three men being experienced draymen. At the material time they were riding on the lorry for the purpose of handling their employers' property constituting the load. The driver took no part in the loading, or supervision of the loading, of the lorry. The body of the lorry was flat, with beading round the edge but no sideboards. No net ropes or other means were used to secure the barrels and cases, nor were any such articles provided by the hirers or the brewers. As the lorry was going round a sharp bend in the road, Nixon, who was sitting at the rear with his back to the side of the lorry, over-balanced and fell off, grabbing the nearest case as he did so and bringing ten to fifteen cases over with him. He died in consequence of the injuries thus received. On those facts quarter sessions, without calling on the driver to give evidence, allowed his appeal on the grounds that the cases and barrels had been loaded by experienced draymen and that he had taken no part in the loading; that he was driving the lorry under the instructions of the brewers' servants; and that he was not responsible under the Regulations of 1937 for having the load secured in the prescribed manner, that responsibility in law resting on the brewers' servants who were with the lorry. The superintendent appealed. By reg. 67 (2) of the Motor Vehicles (Construction and Use) Regulations, 1937, "The load carried by any vehicle shall be so secured that danger is not likely to be caused to any person on a road by reason of the load or any part thereof falling from the vehicle." By reg. 94, "If any person uses or causes or permits to be used on any road a motor vehicle . . . in contravention of . . . these regulations he shall for each offence be liable to a fine not exceeding £20." Those two regulations were repealed and re-enacted in identical terms by the Motor Vehicles (Construction and Use) Regulations, 1941.

Viscount Caldecote, C.J., said that it must be observed that reg. 67 did not place the responsibility for loading a vehicle safely on any named person. The real question at issue was whether the person charged ought to be held to be the person using the motor vehicle. Quarter sessions appeared to have addressed their minds to the question whether the driver was responsible for seeing that the load on the vehicle was in the safe condition required by reg. 67 (2). The question for the court was the same as that propounded in *Adair* v. *Donaldson* [1935] S.C. 25. It was argued for the driver that the word "uses" read in its widest sense covered every one who took advantage of a vehicle as a means of transport; for example, every one who rode in an omnibus. Clearly, therefore, it was argued, a restricted meaning had to be found for the word. It was then contended that only one person at a time could use a lorry for the purpose of reg. 94, that being the basis of the contention that the driver was not the person using the lorry, but that the person in charge of it was; and that the word "uses" here could only be interpreted as applying to the person in fact in charge of the vehicle, which might be the driver if he were the only person on the vehicle or the person really in charge of it, but was not necessarily the driver in circumstances such as the present. The case was simple. On common-sense principles the person using the vehicle must be at any rate the driver. It might be that the person in charge was also a person using it. He (his lordship) agreed with the reasoning in *Adair* v. *Donaldson, supra*. The conviction must be restored.

Humphreys and Singleton, JJ., agreed.

Counsel; *Sykes; Charlesworth.*

Solicitors: *L. Mulcahy*, Gateshead; *Molineux, McKeag & Cooper*, Newcastle-on-Tyne.

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

War Legislation.

Statutory Rules and Orders, 1942.

E.P. 893. **Advertisement Lighting** (Restriction) Order, May 11.
E.P. 935/S. 29. **Billeting** (Rates of Payment) (Scotland) Order, May 8.
E.P. 933. **Building and Civil Engineering Labour** (Returns) (No. 2) Order, May 18.
E.P. 916. **Control of Paper** (No. 36) Order, 1941, Direction No. 9, May 13.
No. 911. **Customs.** Additional Import Duties (No. 3) Order, May 14.
No. 908. **Foreign Jurisdiction.** Ethiopia (Termination of Jurisdiction) Order in Council, April 30.
E.P. 785. **Making of Civilian Clothing** (Restrictions) (No. 7) Order, May 4.
E.P. 909. **Meals in Establishments** Order, May 12.
No. 871. **Pension.** Injury Warrant, May 6.
E.P. 794. **Prices of Goods** (Price-Regulated Goods) Order, May 4.
E.P. 841. **Rationing** Order, 1939, as amended. Directions dated Jan. 6, 1940. Amend. Order, May 4.
E.P. 854. **Road Vehicles** (Pedestrian Crossing Places) (No. 2) Order, May 5.
E.P. 816. **Sales by Auction** (Control) Order, May 5.
E.P. 709. **Shortage of Drugs** Scarce Substances Order, May 12.
No. 895. **Unemployment Insurance** (Contributions) (Agriculture) Order, May 6.
No. 925/L.11. **War Damage** (Appeals and References to Referees) Rules, May 4.

Honours and Appointments.

Mr. J. W. Morris, K.C., has been appointed a Commissioner of Assize on the Northern Circuit in place of Mr. Justice Birkett, who is on a visit to America.

Notes.

Rules have been made giving effect to the decision that the Royal Courts of Justice shall not be closed on Thursday, 11th June, the day appointed to be observed as the King's birthday.

Mr. Hubert Worthington, a distinguished architect, and at one time Professor of Architecture at South Kensington, has been entrusted with the work of restoring the Inner Temple after the war.